

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorization to Enter into an Interlocal Agreement Between Seminole County and the City of Casselberry Relating to Landscaping and Irrigation on a Portion of Seminola Boulevard in Connection with the Lake Drive Phase I and II Project

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Jerry Matthews

**EXT:** 5646

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to enter into an Interlocal Agreement with the City of Casselberry relating to landscape and irrigation installation, and ongoing maintenance of landscaping and irrigation, on a portion of Seminola Boulevard in conjunction with the Lake Drive Phase I and II Project.

District 1 Bob Dallari

Jerry McCollum

**BACKGROUND:**

The City of Casselberry proposes installation of additional landscaping, irrigation (by extending a 12 inch reclaimed water line), and City maintenance of landscaping and irrigation along the newly-constructed portion of Seminola Boulevard between Lake Drive and the City of Casselberry corporate limits. This agreement will facilitate implementation of their proposal.

Seminole County will reimburse the City that proportionate share of the funding for landscaping originally committed for the roadway project, not to exceed \$30,945.00. Funds are available in Capital Improvement Project #00012401.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to enter into an Interlocal Agreement with the City of Casselberry relating to landscape and irrigation installation, and ongoing maintenance of landscaping and irrigation, on a portion of Seminola Boulevard in conjunction with the Lake Drive Phase I and II Project.

**ATTACHMENTS:**

1. City of Casselberry Resolution - Seminola Boulevard
2. Interlocal Agreement - City of Casselberry - Seminola Boulevard

**Additionally Reviewed By:**

☐ Budget Review ( Fredrik Coulter, Lisa Spriggs )

☐ County Attorney Review ( Matthew Minter )

**RESOLUTION 08-1908**

**"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY RELATING TO LANDSCAPE AND IRRIGATION INSTALLATION AND THE RELATED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."**

**WHEREAS**, for the past five years the City has maintained and upgraded the medians along Seminola Boulevard; and

**WHEREAS**, the City of Casselberry desires to add landscaping along the newly constructed portion of Seminola Boulevard within the City's jurisdiction; and

**WHEREAS**, in order to obtain a cohesive landscaping plan along Seminola Boulevard and a higher level of plant material than the County would have installed, the estimated cost will be \$76,085 ; and

**WHEREAS**, Seminole County has agreed to compensate the City in the amount of \$30,945.00 towards this landscaping improvement; and

**WHEREAS**, a budget amendment is necessary to recognize the contribution from Seminole County as well as the City's share funded from reserve; and

**WHEREAS**, City staff has reviewed the proposed Agreement from Seminole County and finds it favorable to the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:**

**SECTION I.** The City Commission of the City of Casselberry hereby approves the Interlocal Agreement between Seminole County and the City of Casselberry relating to landscape and irrigation installation, from Seminole County, (attached as Exhibit "A"), and authorizes the Mayor to execute said document on behalf of the City.

**SECTION II.** The City Commission hereby accepts the terms and conditions as presented in said Agreement.

**SECTION III. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION IV. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION V. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 28<sup>th</sup> day of July, AD 2008.

ATTEST:



Donna G. Gardner  
City Clerk



Bob Goff  
Mayor/Commissioner

**INTERLOCAL AGREEMENT  
BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY  
RELATING TO LANDSCAPE AND IRRIGATION INSTALLATION**

**THIS INTERLOCAL AGREEMENT**, is made and entered into this 28<sup>th</sup> day of July, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "COUNTY") and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereafter referred to as "CITY").

**WITNESSETH:**

**WHEREAS**, the COUNTY is currently prosecuting the Lake Drive Phase I and II CC-0256-06/TLR Project; and

**WHEREAS**, a portion of Seminola Boulevard, described herein as the Project Area, lies within the COUNTY's Lake Drive project; and

**WHEREAS**, the COUNTY's current landscaping plans for the Lake Drive project do not envision landscaping requiring irrigation to survive; and

**WHEREAS**, the CITY has expressed a desire to upgrade the planned landscaping within the Project Area on Seminola Boulevard; and

**WHEREAS**, the planned and uniform development of this road as a well landscaped, scenic roadway will contribute to the general health, safety and welfare of the residents of the CITY and the COUNTY; and

**WHEREAS**, the CITY and the COUNTY have worked together in a cooperative manner relating to this road and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of the CITY and the COUNTY.

**NOW, THEREFORE,** in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

Section 1. **Purpose of this Agreement.** The purpose of this Agreement is to provide for landscaping, irrigation and maintenance of the landscaping and the irrigation system, all to be installed by the CITY, on that portion of Seminola Boulevard lying between Lake Drive and the City corporate limits (hereafter the area covered by this Agreement will be referred to as the "Project Area"). Attached as Attachment "A" is a map of the Project Area, which is reflective in the Lake Drive Phase I & II CC-0256A-06/TLR Project construction plans from approximately Station 534 to Station 578.

Section 2. **Term.** This Interlocal Agreement shall become effective upon approval by the Governing Bodies of the COUNTY and the CITY.

Section 3. **City's Obligations.** Throughout the term of this Agreement the CITY shall:

- (a) Provide reclaimed water to the Project Area; and
- (b) Upon completion of the CITY's construction contractor's warranty period, be solely responsible for providing all necessary functional and aesthetic maintenance of the landscaping and irrigation system located within the Project Area, including, but not limited to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings (replacing like with like, to the maximum extent possible), maintenance and repair of the irrigation system as required, and the

replacement and sustainable care of decorative pavements and concrete damaged as a result of any of the foregoing activities; and

(c) To the extent allowable by law, indemnify and hold the COUNTY harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of the CITY's obligations under this Agreement.

**Section 4. Reclaimed Water Line.** In order to meet the CITY's obligations specified above, the CITY shall, at no cost to the COUNTY, extend a 12 inch (12") reclaimed water line to the Project Area. The reclaimed water line, all meters and other infrastructure constructed by the CITY shall remain the property of the CITY. In order to clearly state the intent of the parties, the COUNTY's landscaping plans existing on the date of this Agreement (the "Existing Plans") do not envision an irrigation system and landscaping requiring water to survive. As a result of this Agreement the Existing Plans will be changed to provide for plantings and landscaping dependent upon regular watering. Thereafter, the CITY shall bear all costs associated with making the connection of the reclaimed water line to the irrigation system and the new plants and landscaping required to meet the changed landscaping plans. Should the CITY fail in a material way to make the connection and install new plantings then the CITY shall reimburse the COUNTY for the costs associated with the COUNTY's compliance with the terms of this Agreement (changed plans and installation of the irrigation system).

**Section 5. County Obligations.** The COUNTY shall reimburse the CITY that proportionate share of the landscaping funding originally committed for the roadway

project; not to exceed \$30,945.00. The COUNTY shall reimburse the CITY the compensation, not to exceed \$30,945.00, within 60 (sixty) calendar days of submittal of the invoice for said work effort.

Section 6. **Assignment.** This Agreement shall not be assigned by either party without the prior written approval of the other, however, this prohibition shall not prevent either party from meeting its obligations hereunder by using independent contractors.

Section 7. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Agreement.

Section 8. **Records and Audits.** The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to *Chapter 119, Florida Statutes*, and generally accepted accounting and auditing principles.

Section 9. **Notices.**

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the COUNTY: **County Manager**  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

With copies to: **Public Works Director**  
Reflections Plaza  
520 Lake Mary Boulevard  
Suite 200  
Sanford, Florida 32773

For the CITY: **City Manager**  
95 Triplet Lake Drive  
Casselberry, Florida 32707

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

Section 10. **Headings.** All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

Section 11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

Section 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

  
  
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By:

  
BOB GOFF, Mayor

Date:

7-28-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:

BRENDA CAREY, Chairman

Date:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2008, regular meeting.

\_\_\_\_\_  
County Attorney



**Proposed Seminola Boulevard Landscape Median Project  
AKA Lake Drive Phase I & II CC-0256A-06/TLR**

